



NOTICE, AGREEMENT AND RELEASE OF MUNICIPAL LIABILITY AND RESPONSIBILITY PER NEW HAMPSHIRE RSA 674:41

NOW COMES _____, the owner of property located at _____, Bristol, County of Grafton, State of New Hampshire (hereinafter referred to as "Owner"), and the Town of Bristol, a municipal corporation existing under the laws of the State of New Hampshire with offices at 230 Lake Street, Bristol, NH, acting through its Select Board or the Board's duly appointed agent (hereinafter referred to as "Town"), and agrees as follows:

WHEREAS Owner is the owner of certain real property on _____ as stated in deed recorded at Grafton County Registry of Deeds under Book # _____, Page # _____, and as identified on the Town Property Tax Map # _____ and Lot # _____; and

WHEREAS, the portion of _____, which the Owners' of real property fronts is a Class VI/Private road; and

WHEREAS the Town has agreed to allow the issuance of a building permit for the construction of _____ on said real property upon the filing of the within notice; and

WHEREAS said construction shall also comply with all other applicable Regulations and Ordinances;

NOW THEREFORE the Town and Owner on behalf of themselves, their heirs, legal representatives, successors and assigns, covenant and agree as follows:

1. The Town shall allow Owner to construct a _____ pursuant to a Land Use Permit issued by the Town on the Owner's property on _____; and

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2. The Town neither has nor assumes responsibility for maintenance of said road, including but not limited to snow plowing; and the Town neither has nor assumes any liability for any damages resulting from the use of said road by Owner or those using the road for access to Owner's property; and
3. Owner agrees that Owner, either at its sole expense or together with owners of similarly situated property on said road, and not the Town, shall be responsible for maintaining access to the subject property in a reasonable, safe and passable condition; and
4. That Owner does hereby forever release and discharge the Town, its officers, agents and employees from the obligation of maintaining said road and from any claim of any nature, whether in tort or otherwise, which Owner might have against the Town for any loss or damage, including those incurred through failure to provide municipal services, including police, fire and ambulance services, arising out of the condition of the roadway from the point wherein the said road is a Class VI or Private Highway; and
5. That Owner is hereby permitted to perform regular maintenance on the constructed portion of the said road consisting of snow removal only. However, prior approval of the Select Board will be required for excavation, digging, construction, reconstruction, or the discharging of water through a conduit; and
6. That said road remains a public/private highway and owner shall not act to prohibit authorized/public use. (For Class VI Highway only – the Town retains full authority to regulate the public use of the highway, including use by Owner and the erection by the Town of unlocked gates or bars); and
7. That Owner assumes responsibility for transporting any rubbish to the nearest point of the regular rubbish collection; and
8. That Owner agrees to any additional conditions set forth below.

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Agreement EXECUTED this _____ day of _____, _____.

Owner

Town (Select Board or duly appointed agent)

Owner

Witness

STATE OF NH

COUNTY OF GRAFTON

On this _____ day of _____, _____, before me, _____, the undersigned officer, personally appeared _____ (Owner) and _____ (Agent), known to me or satisfactorily proven to be the person whose name is subscribed to the within instrument and acknowledged that the this agreement was executed the same for the purposes therein contained. In witness whereof, I hereunto set my hand and official seal.

Notary Public/Justice of the Peace

My Commission Expires: _____